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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

James West, pro se)	Case No.: 23-CV-03283
)	
Plaintiff(s),)	FIRST AMENDED
)	COMPLAINT
Vs.)	
PBC Management LLC aka)	DEMAND FOR JURY TRIAL
Pacific Workspaces)	
Keith Warner, Managing Partner)	
Does 1-25 Defendants)	

JURISDICTION AND VENUE

1a) this court has original jurisdiction in this action under 28 section 1331, 1343 and 1367. This action is brought under the ADA Title III and 42 USC sections 1981. This court has supplemental jurisdiction under section 1367(a) over related state law claims and violations to include but not limited to Unruh, Disabled Person Act, breach of contract, negligence, fraud and unfair business practices.

1 1b) Venue is appropriate in this Court because a substantial part of the
2 events I am suing about happened in this district.
3

4 1c) Intradistrict Assignment is the San Jose division because this
5 lawsuit arose in Santa Clara County; it should be assigned to the San
6 Jose Division of this Court.
7

8 **STATEMENT OF FACTS**

9

10 1) Plaintiff is a black gender nonconforming male with a disabling
11 anxiety disorder. Plaintiff entered into a contractual agreement
12 with PBC Management LLC doing business in San Jose as
13 Pacific Workplaces for an evening and weekends renewable 6
14 month co working service agreement that commenced on
15 September 28, 2021.
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18 2) Pacific Workspaces is actually managed by PBC Management
19 LLC and is the actual named defendant. PBC Management
20 LLC is not mentioned any where in the Client Lease
21 Agreement and Terms of Use and Pacific Workspaces is not
22 registered with the California Secretary of State.
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- 1 **3)** Plaintiff had contacted Pacific Workspace on or about
2 September 24, 2021 by phone to verify price and availability.
3 that the evenings and weekend co-working membership was
4 available and that Plaintiff could start his membership on that
5 day.
6
- 7 **4)** But when Plaintiff arrived as a black gender non confirming
8 male dressed in feminine attire was told to look elsewhere and
9 was denied the opportunity to purchase workplace services.
10
- 11 **5)** Plaintiff has also contacted Pacific Workplaces locations in San
12 Francisco and San Mateo and was also denied an opportunity to
13 contract for co working services prior to contacting the San
14 Jose location.
15
- 16 **6)** Plaintiff subsequently contact community manager Kathy
17 Nguyen for the San Jose location who engaged Plaintiff by
18 negotiating and entering into a co working agreement to include
19 but not limited to copy, print, scan services, and continuous
20 wifi and internet services, access to microwave, refrigerator,
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1 mini-oven and “all you can drink” beverage service of coffee,
2 tea etc.
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4 **7)** Kathy Nguyen informed Plaintiff that the evening and weekend
5 membership plan was “fairly new to (San Jose) location.
6

7 **8)** During the contracting stage for a workplace membership,
8 between Plaintiff and Ms. Nguyen, Plaintiff was never
9 subjected to any screening criteria or inquiry into Plaintiff’s
10 business to determine “fit(ness).”
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13 **9)** Plaintiff’s co-working agreement required a monthly fee which
14 was due on the first of the each month with a grace period of 5
15 days. Plaintiff made all monthly payments on time in
16
17 according with the agreement.
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19 **10)** Pacific Workspace agreement paragraph 2 entitled License
20 states “This Agreement is the commercial equivalent of an
21 agreement for accommodations in a hotel.”
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24 **11)** Also, Section 7 of the Workplace agreement requires Client and
25 Operator agree to comply with all laws prohibiting
26 discrimination based on person’s sex, age, race, color, national
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1 origin, disability and or religion and similar statutes. The
2 section also prohibited sexual harassment.
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4 **12)** Also, Section 10 Miscellaneous Provisions expressly states
5 under the section on applicable law: The Agreement shall be
6 governed and construed in accordance with the laws of the
7 State of California.
8
9

10 **13)** A copy of the Client License Agreement and House Rules are
11 attached to his complaint.
12

13 **14)** On or about September 30, 2021, Plaintiff made a request to
14 have the office “music turned off” in the co-working area
15 during evenings and weekend as the music was an annoyance
16 and nuisance. The co-working area contained overhead speaker
17 located directly over the co working table which played the
18 music loudly and on pre-recorded loop. Plaintiff had to
19 repeatedly make this request from Sept 2021 to about May
20 2022 as center staff repeatedly failed to honor their
21 commitment to turn the music off after the shifts.
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1 **15)** Private office, conference rooms and business

2 lounge/community kitchen had no speakers. The over speakers
3 played in the reception area and hallways thru out the Pacific
4 Workspace site.
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7 **16)** This arrange of having the music playing over head gave the
8 impression that the co-working area had been previously used
9 as a waiting area or open meeting area instead of a dedicated
10 workspace.
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13 **17)** The co working area had a sign posted for co-working members
14 only but was bordered one side by private offices. The co
15 working area was an open area with two tables and four chairs.
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18 **18)** The work tables were arranged in a manner that did not allow
19 for 6 feet of social distancing space and persons working at the
20 table were seated in a manner that was face to face. The tables
21 were not separated by any kind of plastic barriers. The lack of
22 social distancing, or barriers increased the likelihood of
23 COVID-19 transmission and other respiratory illnesses.
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27 Additionally, Pacific Workspaces member agreement did not
28

1 allow for the access doors to the co working area to be open
2 and the air conditioning system was turned off after hours and
3 on weekends. The lack of fresh circulating air on evening and
4 weekends also increased the likelihood of COVID-19 and other
5 upper respiratory illnesses.
6
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8
9 **19)** Often Plaintiff was the only person working in the co working
10 area on evenings and weekends.
11

12 **20)** Plaintiff access hours were defined as from 5:15p to 7am
13 Monday thru to Thursday and Friday-Sunday till 7am
14 (continuous access was permitted for the weekend).
15

16 **21)** During this access time period, staff had left for the work day
17 and Plaintiff was often alone with the exception of other
18 members who worked late on evenings or weekends. Plaintiff
19 had no staff to get immediate assistance with on any matter as
20 this was a design feature of Plaintiff's the evenings and
21 weekend plan.
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25 **22)** Plaintiff encountered a number of problems when Plaintiff
26 arrived on evenings and weekends. Staff would not turn off the
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1 overhead music as Plaintiff had requested and was informed
2 staff would do so. Often there was no coffee, coffee cups, teas
3 bags, or other supplies that were promised as part of the
4 Plaintiff prepared “beverage service”. Also, often there were
5 not sufficient availability of other office supplies such as paper
6 for the copier or the copier had error messages making the
7 copier unavailable for use. Plaintiff had to repeatedly request
8 or remind staff to provide these supplies.
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13 **23)** Plaintiff often would encounter other members on evenings and
14 weekends that would leave the door popped open and would
15 entered the suite from the fire entrance setting off the building
16 fire alarm.
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19 **24)** Plaintiff observe on numerous occasions members would leave
20 glasses and dishes in the sink which was prohibited by house
21 rules, and members would not monitor or escort their clients
22 thru out the suite. On one occasion, clients waiting in the
23 reception area denied Plaintiff access to the men’s room
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1 because a woman client could not find the women's room and a
2 woman was utilizing the men's room instead.
3

4 **25)** Plaintiff observe member attorneys re-arranging the furnish for
5 the purposes of conducting depositions by blocking the
6 hallways and entrance and exit doors.
7

8 **26)** Plaintiff also observed members carrying on loud conversations
9 or playing loud music which all could be heard thru out the
10 suite.
11

12 **27)** Plaintiff observed roaches and roach traps placed through out
13 the community kitchen, reception area and men's restrooms.
14

15 **28)** Plaintiff was made aware that members were smoking in the
16 suite because of the smell of tobacco and other substances like
17 week smoke.
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19 **29)** Plaintiff also observed that despite signs posted thru out the
20 suite that doors are to remain closed, staff repeatedly left doors
21 open thru out the suite including during the evening hours.
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1 **30)** During the summer months of the 2022, Plaintiff requested
2 additional air condition as the suite would become very hot but
3 was told that after hours air conditioning services cost \$100.

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5 **31)** Posted on the doors and thru out the Pacific Workspaces suite
6 were signs which stated “STOP PLEASE DO NOT ENTER
7 THIS SPACE IF: you have been in close contact with a person
8 who is ill with the coronavirus, You have been in close contact
9 with a person who has recently been exposed to the corona
10 virus, You are currently experiencing a cough, shortness of
11 breath, sore throat, headache, or stuffy nose. ALL
12 EMPLOYEES, MEMBERS, AND VISTIORS ARE
13 REQUIRED TO WEAR A MASK AND PRACTICE 6 FEET
14 OF SOCIAL DISTANCING AT ALL TIMES, AND ADHERE
15 TO ANY OTHER GOVERNMENT MANDATED
16 RESTRICTIONS CURRENTLY IN PLACE.

17
18 **32)** Another posted signed stating “TO ALL EMPLOYEES,
19 MEMBERS AND VISITORS OF PACIFIC WORKPLACES
20 COVID-19 PROTOCOLS: Due to the Covid 19 Pandemic,
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1 additional precautions are being taken for the Health and Safety
2 of those that enter and use the space.
3

4 **33)** On August 19, 2022, due to the addition of two additional co-
5 working clients who identified as Japanese. Plaintiff emailed
6 Keith Warner and made a request for modification to the co-
7 working space and additional services. The email included a
8 request to have the co-working tables separated by 6 feet to
9 maintain appropriate social distance due to the addition of two
10 additional members to the co-working area among other
11 request. Defendant Warner denied Plaintiff request to modify
12 the co working area to maintain the table six feet a part.
13 Defendant Warner stating that “our intention is the keep the
14 tables configured the same ... it’s a shared space.”
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21 **34)** Despite this request also being made by the community
22 manager MacFarlane, defendant Warner would not make any
23 modification to the co working space to reduce the risk of
24 expose to COVID-19 and other upper respiratory illness.
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- 1 **35)** As the result, Plaintiff and two Japanese members voluntary
2 worked out an arrangement to maintain social distancing. The
3 Japanese member eventually terminated their membership.
4
5 **36)** Plaintiff observed that signs in the workspace indicated that
6 tables are to be used by one person per table.
7
8 **37)** On September 19, 2022, community manager Nguyen informed
9 Pac members she was leaving the company and the new
10 community manager would be Suman MacFarlane.
11
12 **38)** After Nguyen left, Plaintiff encountered additional problems at
13 Pacific Workplaces such as being denied access to the utensils
14 draw, the community kitchen being left in a mess with bbq
15 sauce smeared all over the counter, BBQ ribs and other food
16 left in the refrigerator to rot, leaving coke cans in the freezer to
17 explode, and the community sink was left clogged and backed
18 up with food waste.
19
20 **39)** Additionally, Plaintiff was denied access to the co working area
21 on the weekend January 7, 2023 due to building maintenance.
22
23 Plaintiff only received the email on Jan 3, 2023. Plaintiff had
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1 no time to make other arrangement and was not offered a
2 discount for the inconvenience. Building management
3 informed Plaintiff that Pacific Workspace was given ample
4 advance warning.
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6

7 **40)** Then, in March 2023 to May 2023, Plaintiff was repeatedly
8 double charged the monthly co-working fee. The explanation
9 Plaintiff received was that Plaintiff payment had not properly
10 been deposited into Pacific Workspaces account. Plaintiff was
11 not given any advance warning that there were payment
12 problems rather multiple charges showed up on Plaintiff
13 banking account. Because Plaintiff paid by check, Pacific
14 Workspace staff re-submitted the same check for the same
15 monthly bill to Plaintiff's bank for payment. Plaintiff was
16 shocked and the bank charged the Plaintiff an overdraft fee.
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22 **41)** Plaintiff brought the matter to community manager MacFarlane
23 who assured Plaintiff that the overcharges would stop but the
24 overcharges continued.
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1 **42) 42 USC SECTION 1981 RACE DISCRIMINATION**

2
3 **43) 42 USC of the US Code section: All persons within the**
4 **jurisdiction of the United States shall have the same right in**
5 **every State and Territory to make and enforce contracts, to**
6 **sue, be parties, give evidence, and to the full and equal**
7 **benefits of all laws and proceedings for the security of**
8 **persons and property as is enjoyed by white citizens ...**

9
10 **44) The term “make and enforce contracts” includes the**
11 **making, performance, modification and termination of**
12 **contracts and the enjoyment of all benefits, privileges,**
13 **terms, and conditions of the contractual agreement.**

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15 **45) Plaintiff alleges that PBC Management managers, members and**
16 **staff discriminated against Plaintiff based on Plaintiff’s race.**

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18 **46) Plaintiff belongs to a protected class, Plaintiff attempted to**
19 **contract for services and Plaintiff was denied the right to**
20 **contract for services. Further, after repeated denials of a**
21 **workplace agreement, Plaintiff was offered a workplace**
22 **agreement but Plaintiff did not enjoy the same benefits,**
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1 privileges, terms and conditions of the contractual agreement as
2 white and Asian members.
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4 **47)** On September 24, 2021, Plaintiff attempted to contract with
5 PBC Management after being told by staff via phone that
6 Plaintiff could start a contract that day.
7

8 **48)** However, when Plaintiff arrived to tour the facilities and start a
9 membership Plaintiff was told to look elsewhere and was
10 denied the opportunity to start a contract.
11

12 **49)** Plaintiff a member of a racial protected class, attempted to
13 contract for services and was denied the right to contract for
14 services with PBC Management doing business as Pacific
15 Workspaces.
16

17 **50)** Plaintiff observed that white and Asian prospective client were
18 repeatedly granted same day and short term membership.
19

20 **51)** Further Plaintiff continued to be treated less favorably than non
21 black members and center staff.
22

23 **52)** Non black members violated the membership agreement by
24 being loud, creating a nuisance (setting off the fire alarm;
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1 leaving doors ajar; blocking hallways with chairs, smoking in
2 the suite and violating house rules by leaving the dishes in the
3 sink in express violation of house rules) but where never
4 terminated for this conduct.
5

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7 **53)** Plaintiff was subjected to harassment by non black members
8 when they would take all the coffee cups, plastic plates and
9 utensils so there was none for Plaintiff to use.
10

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12 **54)** Plaintiff was repeatedly challenged when he arrived at the suite
13 by white and Asian members asking “do you have a key or who
14 are you here with?”
15

16 **55)** Plaintiff was subjected to ridicule for his work habits and
17 complaints were made to staff about Plaintiff that were not
18 accurate and Plaintiff was not promptly told about.
19

20
21 **56)** As a result, Plaintiff was viewed unfavorably by staff and
22 management;
23

24 **57)** Plaintiffs’ membership at Pacific Workspaces were terminated
25 by the Defendant Warner alleging Plaintiff’s “business was not
26 a good fit”
27

1 **58)** Plaintiff was informed that the only reason membership was
2 terminated was for non payment of fees. Plaintiff had paid all
3 fees on time and in fact was repeatedly overcharge co working
4 services during the period of March 2023 – June 2023.
5

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7 **59)** As a further result, Plaintiff did not enjoy the benefits and
8 services of his contracted agreement due to his race.
9

10 **60)** Title III ADA Failure to Accommodate (Reasonable
11 Accommodation)
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13 **61)** Title III prohibits private places of public accommodations
14 from discriminating against individuals with disabilities.
15

16 **62)** 28 CFR 36.201(a) states: No individual shall be discriminated
17 against on the basis of disability in the full and equal enjoyment
18 of the goods, services, facilities, privileges, advantages, or
19 accommodations of any place of public accommodation by any
20 private entity who owns, leases, (or leases to) or operates a
21 place of public accommodation.
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25 **63)** 28 CFR 36.302(a) : a public accommodation shall make
26 reasonable modifications in policies, practices, or procedures
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1 when the modifications are necessary to afford goods, services,
2 facilities, privileges, advantages or accommodations to
3 individuals with disabilities.
4

5 **64)** Plaintiff alleges this claim against defendant PBC Management
6 and Defendant Warner both his individual and official capacity
7 as managing partner for PBC Management.
8

9 **65)** PBC Management LLC aka Pacific Workspaces is a business
10 establishment renting out office, conference room and work
11 places servicing Arizona, Nevada, and California.
12

13 **66)** As defined in the Client License Agreement and Terms of Use
14 PBC Management aka Pacific Workspaces (Section 2 Licenses)
15 is the commercial equivalent of an agreement for
16 accommodation in a hotel. As such PBC Management qualifies
17 as a public accommodation under the ADA title 3.
18

19 **67)** Plaintiff requested on August 19, 2022 a modification to the co
20 working area that included maintaining work tables at least 6
21 feet a part; providing more floor level chairs. Defendant
22 Warner did not provide the request accommodation but instead
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1 offered to waive the 30 day notice so Plaintiff could go
2 elsewhere.
3

4 **68)** Plaintiff continued to be the only co working member in the co
5 working area on evening and weekends.
6

7 **69)** On May 3, 2023, Plaintiff received a termination notice from
8 Defendant Warner. Defendant Warner stated “I don’t think
9 your business and ours is good fit for each other. It’s time we
10 parted ways.” On May 26, 2023, Plaintiff requested an
11 extension to stay thru June 2023. Defendant Warner granted
12 the extension.
13
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16 **70)** After Plaintiff received the termination notice and an extension
17 to stay, On May 30, 2023, Plaintiff received an email from
18 Defendant Warner stating “this is unacceptable and Plaintiff
19 must do better”. Plaintiff was sent a picture of documents
20 spread out all over the co working tables. This is the only
21 complaint Plaintiff received from management or staff about
22 his work habits. The complaint was received after Defendant
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1 Warner had decided to terminate Plaintiff's Workplace
2 agreement.
3

4 **71)** Plaintiff suffers an anxiety episode on that day resulting in the
5 messy table. Plaintiff requested a reasonable accommodation
6 on June 26 and again on June 28 for a modification to set aside
7 the termination and allow Plaintiff a flexible work arrangement
8 especially given his is the only co working member on evening
9 and weekends.
10
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13 **72)** Plaintiff had been using the co working area without instance
14 since October 2021.
15

16 **73)** On June 30, 2023, Plaintiff send Defendant Warner an email
17 requesting a reconsideration with medical verification from his
18 primary care physician stating "Mr. West has been diagnosed
19 with an Anxiety disorder which affects his ability to manage
20 some projects resulting in episodes of disorganization. I (Dr
21 Higgins) request that you modify some policies, practices, or
22 procedures that will allow Mr. West to continue to access the
23 service at your company without interruption or termination."
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80) Plaintiff alleges that actions done by Defendants PBC Management and Defendant are also a violation of California Civil Code section 54.

1 **81)** Unruh Civil Rights Claim

2 **82)** Plaintiff incorporate paragraphs 1-80

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4 **83)** Civil Code section 52(a) provides that “[w]hoever denies, aids,
5
6 or incites a denial or makes any discriminatory or distinction
7
8 contrary to section 51, 51.5, 51.6 is liable for each and every
9
10 offense for the actual damages and any amount that may be
11 determine by a jury, or court sitting without a jury, up to a
12 maximum of three times the amount of actual damages but in
13 no case less than four thousand dollars (\$4,000) and any
14 attorney’s fees that may be determined by the court in addition
15 thereto, suffered by any person denied the rights provided in
16 section 51, 51.5, or 51.6.

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19 **84)** Plaintiff alleges that PBC Management is a place of public
20 accommodation and a business establishment providing
21 workplaces open to the public.

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24 **85)** Plaintiff incorporates the allegations of the title III claim and
25 section 1981 claim as the basis for the claims under the
26 California Unruh Civil Rights. By doing the things describe
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1 thru out this complaint defendant PBC Management and
2
3 Defendant Warner violated the Unruh Civil Rights Act.

4 **86)** Plaintiff contacted PBC Management aka Pacific Workspaces
5
6 to contract for workplaces services

7 **87)** Defendant PBC Management is a business establishment doing
8
9 business in California;

10 **88)** Plaintiff is a member of a protected class covered by the act:
11
12 race, disability, and gender

13 **89)** Plaintiff was denied services and full and equal privileges
14
15 offered by Pacific Workspaces;

16 **90)** Plaintiff was subjected to harassment and discrimination
17
18 because of Plaintiff's race, disability and gender and Plaintiff's
19
20 contract was terminated due to Plaintiff protected status

21 **91)** Plaintiff suffered the lost of a work space resulting from the
22
23 termination and suffered further damages. Defendants PBC
24
25 Management and Defendant Warner conduct to terminate
26
27 Plaintiff's contract was a substantial factor in causing
28 Plaintiff's harm and damages.

- 1 **92)** Claim for Breach of Contract
- 2
- 3 **93)** Plaintiff incorporates paragraphs 1-91
- 4
- 5 **94)** Plaintiff and PBC Management representative Nguyen enter
- 6 into a valid co working agreement that in exchange for co
- 7 working space and services Plaintiff would pay a monthly fee.
- 8
- 9 **95)** Plaintiff by paying his monthly fee on time each month since
- 10 October 2021 performed his part of the contract and that all
- 11 conditions required for defendants performance occurred.
- 12
- 13 **96)** Defendants PBC Management and Defendant Warner breached
- 14 the contract by failing:
- 15
- 16 **97)** to provide beverage services on evening and weekends along
- 17 with complimentary cups and other condiments;
- 18
- 19 **98)** by allowing a nuisance to exist on the evening and weekend by
- 20 allowing annoying over head music to be played; other
- 21 members to have clients and guest wandering the suite
- 22 unattended; leaving the doors ajar; setting off the fire alarm
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- 1 **99)** by failing to provide adequate notice of closure of the
2
3 workplaces on January 7 and 8 and failing to provide Plaintiff
4 with alternative work site or a discount;
5
6 **100)** by allowing non black members to engage in nuisance conduct
7 such as smoking, leaving dishes in the sink, leaving doors ajar,
8 blocking hallways and racial motivated harassing behavior
9
10 **101)** by allowing race discrimination and harassment and failing to
11 accommodate Plaintiff with a qualified disability as required in
12 section of the 7 of the contract;
13
14 **102)** by repeatedly overcharging Plaintiff for monthly charges from
15 May 2023 to June 2023
16
17 **103)** by wrongfully terminating the contract in violation of federal
18 and California state law
19
20 **104)** As a result Plaintiff incurred the following damages and
21 expenses to include but limited to the following:
22
23 **105)** Purchasing noise reducing devices
24
25 **106)** Provide own supplies such as instant coffee, cups, and disposal
26 plates,
27
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1 **107)** despite defendant contracting for cleaning services often times
2
3 Plaintiff had to clean the appliances in the community center
4 before use such as the refrigerator, microwave, and mini-oven
5 before use and wipe down counter tops and tables
6

7 **108)** incurred expenses to locate substitute and alternative work site
8
9 during temporary closure

10 **109)** and other compensatory and nominal expenses
11

12 **110)** Negligence Claim

13 **111)** Plaintiff incorporate paragraphs 1-110 as set forth here in full
14

15 **112)** Plaintiff alleges that Defendants PBC Management and Warner
16 owned Plaintiff a duty to act with reasonable and due care as to
17 include but limited to the following:
18

19 **113)** To provide a the workplace environment that was COVID 19
20 complied with federal and state laws regarding the spread of
21 COVID-19 and other respiratory communicable diseases
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23

24 **114)** To provide a workplace that is of free excessive noises and
25 nuisances (such as members triggering false fire alarms by
26 entering the suite from emergency exit ways)
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1 **115)** To provide a workplace that was secure and safe from intrusion
2
3 by not allowing the doors to be left ajar, and not allowing
4
5 members to allow their guest and clients to wander about the
6 suite unescorted;

7 **116)** To provide with a Plaintiff was a reasonable accommodation
8
9 upon request as mandate under federal and state law

10 **117)** To prevent harassment based on Plaintiff's race, sex, or
11
12 disability

13 **118)** To properly process Plaintiff monthly workplace payments and
14
15 not to overcharge Plaintiff

16 **119)** Defendants breach the duty negligently and recklessly

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18 **120)** Defendants negligent and/or reckless conduct cause Plaintiff
19
20 was a substantial cause of Plaintiff's harm and damages

21 **121)** Defendants conduct was a substantial factor in causing
22
23 Plaintiff's harm and damages

24 **122)** As a result of Defendants' negligence, Plaintiff suffered special
25
26 and general damages in the amounts to be determine at trial
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1 **123)** Plaintiff is informed and believes and alleges that in performing
2 the acts alleged, Defendants acted with oppression, malice and
3 conscious disregard of Plaintiff's rights, safety and well being;
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5 **124)** Plaintiff is entitled to punitive damages to punish Defendants
6 and to deter such conduct in the future in an amount to be
7 determined at trial
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10 **125)** Fraud Claim
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12 **126)** Plaintiff incorporates paragraphs 1-124 as set forth here
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14 **127)** Plaintiff alleges that Defendant Warner acting in both his
15 individual and an official capacity as PBC Managing partner
16 falsely represented to Plaintiff in an email on May 3, 2023
17 stating that: "we've tried our best to accommodate you along
18 with the other members that also pay for our services but have
19 come to the conclusion that your membership is having an
20 adverse effect on our business. As a mentioned to your about a
21 year ago, I don't think your business and ours is a good fit for
22 each other. It's time we part ways."
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1 **128)** Defendant Warner statements falsely misrepresents Plaintiff
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3 conduct thru out his membership and Defendant Warner know
4 that such a characterization of Plaintiff having an adverse effect
5 on Pacific Workplaces was false and intended to fraudulently
6 terminate Plaintiff's workplace agreement and was further
7 intended to induce Plaintiff to rely on this false and misleading
8
9 statements to terminate Plaintiff workplace agreement.
10

11
12 **129)** Defendant Warner further allegedly concealed from Plaintiff
13 the existence of a grievance process that Plaintiff could have
14 used to obtain review and a reversal of Defendants Warner's
15 termination action and notice.
16

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18 **130)** As a result of Defendant's Warner conduct both in his official
19 and individual capacity, Plaintiff has been substantially harmed
20 by Defendant Warner's false and misleading statements
21 designed to terminate Plaintiff workplace agreement
22
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24 **131)** Plaintiff prays for relief as set forth below.

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26 **132)** ADA Retaliation Claim
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137) Defendants PBC Management and Warner acting his capacity as Managing partner denied Plaintiff's request for an accommodation and subsequently terminated Plaintiff workplace agreement even when the accommodation request was accompanied by medical verification by Plaintiff's primary doctor

1 **138)** Defendants PBC Management and Warner further interfered
2 with Plaintiff in the exercise of his rights in his attempt to
3 obtain by a temporary restraining order in the Northern
4 California federal court even though PBC Management, and
5 Warner had both active and construction notice of Plaintiff's
6 application for a restraining to stay the termination but refused
7 to identify their attorneys or request to the notices of the TRO.
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12 **139)** Unfair Business Practice

13 **140)** Plaintiff incorporate paragraph 1-139 as set forth here

14 **141)** Plaintiff alleges that PBC Management, staff and Defendant
15 Warner engage in unfair and deceptive acts or practices against
16 Plaintiff; that Plaintiff suffered loss of money and the acts of
17 PBC Management, staff and Warner were acts and deceptive
18 practices which caused Plaintiff's loss moneys and termination
19 of workplace agreement.
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24 **142)** Plaintiff also alleges that all the allegations and claims
25 contained in the preceding paragraphs constitute unfair business
26 practices and support Plaintiff's unfair business practices claim.
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1 **143)** Damages

2 **144)** Plaintiff prays judgment against Defendants as follows:

3 **145)** Compensatory damages, in the amount to be determined and
4 according to proof at trial

5 **146)** Declaratory judgment against defendant for their wrongful
6 conduct

7 **147)** Punitive damages in an amount to be determined according to
8 proof at trial

9 **148)** Reasonable attorney fees and for cost of suit in this action

10 **149)** For a Cease and Desist order

11 **150)** For an order to reinstate Plaintiff's workplace agreement and

12 **151)** For such other and further relief as the court deems proper.

13 **152)** Plaintiff demands jury trial on all issues

14 Date: November 21, 2022 Plaintiff /s/ James West